

**GOVERNMENT OF  
THE VIRGIN ISLANDS OF THE UNITED STATES**

**Request for Proposal – Negotiation  
Professional Services**

To: .....

Date: July 2, 2020

.....

RFP No. 049-T-2020 (P)

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Pursuant to 31 V.I.C. 239 (a) (4) and Rules and Regulations thereunder issued, the Government of the Virgin Islands, herein after referred to as GVI, Department of Property and Procurement will receive proposals for the work described below. Proposals will be received no later than *Tuesday, August 4, 2020 @ 4:30 PM o'clock p.m.* Atlantic Standard Time.

**DESCRIPTION OF WORK: Provide Data Assessment Training to Teachers and Administrators in the Territory**

**SCOPE OF SERVICES: See attached**

## **NEGOTIATED PROCEDURES:**

The Commissioner of the Department of Property and Procurement will appoint a Selection Committee to assist in the evaluation and selection of the Contractor. Accordingly, current data on qualifications and performance should be submitted with proposals. After reviewing the qualifications and proposals the Committee will select for discussions from the firm/s or person/s considered not less than three (3), in order of preference, **deemed to be most highly qualified to provide the services herein required.** Discussions will be conducted successively and severally with the firms or persons so selected the anticipated concepts and the relative utility alternative methods of approach for furnishing the services hereunder.

## **FACTORS FOR DISCUSSIONS**

Selection criteria will include (i) Professional qualification, registration and general reputation of principals of the firm or person; (ii) the extent to which the firm or person specializes in or has provided services of a type and scope similar to the hereunder; (iii) familiarity with the location (s) in which services will be performed; (iv) capability of meeting schedules; and (v) quality of performance on other similar projects.

## **NEGOTIATION:**

The Selection Committee shall recommend to the Commissioner **the highest qualified firm or person with whom a contract shall be negotiated.** The Commissioner, with the assistance of the Selection Committee, shall attempt to negotiate a contract with such firm or person.

Should the Commissioner be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price he determines to be fair and reasonable to the Government, negotiations with that firm will be formally terminated. Negotiations will then commence with the second most qualified, the third most qualified or additional firms, in order of preference, and shall continue until an agreement is reached.

Anthony D. Thomas  
Commissioner  
Property and Procurement

## **INSTRUCTION TO PROPOSERS**

### **A. NOTICE**

#### **RFP-049-T-2020 (P)**

Information provided in the scope of work is to be used only for purposes of preparing a proposal. It is further expected that each bidder will read the scope of work thoroughly, for failure to meet certain specified conditions may invalidate the proposal.

The Government of the Virgin Islands, herein after referred to as GVI, reserves the right to reject any or all proposals or any portion thereof and to accept the proposal deemed most advantageous to GVI. Price shall not be the sole criterion of awarding this project. Scope and quality of work proposed and the ability of the bidder to complete this type of project shall also be considered.

Applicants are requested to submit proposals on the basis of the scope of work. Alternative proposals recommending new features and technology other than that requested in the scope of work will receive consideration providing such new features and/or technology is clearly explained. Any exceptions to the requirements requested herein must be clearly noted in writing and be included as part of the proposal.

The information contained herein is believed to be accurate but is not to be considered in any way as a warranty. Request for additional information clarifying the Scope of Work should be directed in writing to **Assistant Commissioner of Procurement, Lisa Alejandro** at [lisa.alejandro@dpp.vi.gov](mailto:lisa.alejandro@dpp.vi.gov).

### **B. STATEMENT OF PURPOSE**

To assist the Government of the Virgin Islands in meeting the requirement for the following services: **RFP-049-T-2020 (P)**

### **C. PROPOSE SCOPE OF WORK**

**See Attached**

#### **D. TIMETABLE**

**Last Day for Written Clarification is Monday, July 20, 2020 @ 1:00 PM**

#### **E. SUBMISSION OF PROPOSAL**

All interested parties shall submit *one (1)* original and *five (5)* copy sets of proposals, which are to be delivered to the Department of Property and Procurement no later than ***Tuesday, August 4, 2020 @ 4:30 Atlantic*** Standard Time.

Electronic submissions which must include the Company's Name – Solicitation Number – Due Date in the Subject Line of the email. For Example, ABC Company, Inc. – RFP No. 001 – T-2020(P) – March 16, 2020.

The First Page of each electronic submission must also include Company's Name – Solicitation Number and Due Date. The second page of each electronic submission must only contain the following words in red font: **"CONFIDENTIAL BID SUBMISSION"**

All electronic submissions must be received at [ebids&proposals@dpp.vi.gov](mailto:ebids&proposals@dpp.vi.gov) no later than the date and time listed in each advertisement. There will be no exceptions.

#### **F. WITHDRAWALS OF PROPOSAL**

A proposal may be withdrawn at any time prior to the time specified as the closing time for acceptance of proposals. However, no proposal shall be withdrawn or canceled for a period of thirty (30) days after said closing time for acceptance of proposals nor shall the successful provider withdraw, cancel or modify the proposal, except at the request of GVI after having been notified that said proposal has been accepted by GVI.

#### **G. INTERPRETATION OF SPECIFICATIONS**

If any person contemplating submitting a proposal requires clarification of any part of the scope of work, he/she may submit to the GVI a written request for an interpretation thereof to the **Assistant Commissioner of Procurement, Lisa Alejandro**. GVI will not respond to questions received after the above established date. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the scope of work will be made in writing to all prospective providers. Oral explanations will not be binding.

## **H. CONSIDERATION OF PROPOSAL**

The Commissioner of Property and Procurement shall represent and act for GVI in all matters pertaining to the scope of work and contract in conjunction therewith. **This RFP does not commit GVI to the award of a contract, nor pay of any cost incurred in the preparation and submission of proposals in anticipation of a contract. GVI reserves the right to reject any or all proposals and to disregard any informality and/or irregularity in the proposal when, in its opinion, the best interest of GVI will be served by such action.** Proposals failing to provide some of the items in the scope of work shall not be rejected per se but any deviations from the scope must be clearly noted.

## **I. ACCEPTANCE OF PROPOSALS**

GVI will notify in writing acceptance of one of the proposals. Failure to provide any supplementary documentation to comply with the respondent's proposal may be grounds for disqualification.

## **J. CONTENTS OF PROPOSAL**

The following is a list of information to be included in the written proposal. Failure to comply with all the requirements as outlined, may disqualify the applicant.

1. Organization:
  - a. Introductory letter about the applicant:
    - i. Name, address, email and telephone numbers.
    - ii. Type of service for which individual/firm is qualified.
  - b. Provide a list of staff available for the project (Local & Off-Territory)
  - c. Current Business License or state register for the services being advertised. All bidders bidding as a Joint Venture must be licensed as a Joint Venture in the US Virgin Islands
  - d. Current trade name registration certification; if applicable
  - e. Certificate of Good Standing dated July 1, 2019 or later
  - f. Articles of Incorporation (For Corporations) or Articles of Organization for (LLC's) or qualification (Limited Partnerships), if applicable.
2. Sub-Contractors:
  - a. Provide listing of Sub-Contractors that shall be retained for this project including phone numbers.

- b. Provide what percentage of work will be sub-contracted.

3. Project Experience:

- a. Provide a list of projects performed within the last three (3) years. Include a brief description of the work performed and cost of each project.
- b. Provide a list of projects currently being performed. Include a brief description of the project and percentage completed.

4. Project Approach:

- a. The respondent applying to this solicitation will describe how you will approach this project and availability to perform the services requested.

5. Project References: 3 letters minimum (including a notarized written consent from the authorized representative which must include name; telephone number; and email address).

6. Insurance Requirements: The cost of which shall be borne by the Contractor and maintained fully during the term of the contract.

a. **Certificate of Government Insurance** (Workmen's Compensation):

- i. Respondent will provide a Certificate of Insurance reflecting the required coverage by Virgin Islands law.

c. **Comprehensive General Liability Insurance:**

- ii. Respondent shall carry comprehensive general liability on an occurrence form with no "x, c, or u" exclusions with the following minimum limits:
1. Each occurrence- \$1,000,000.00
  2. Damaged to rented premises-\$50,000.00
  3. Medical Expenses- \$5,000.00
  4. Personal & Adv Injury-\$1,000,000.00
  5. General Aggregate-\$2,000,000.00
  6. Products-Completed Ops. Aggregate- \$2,000,000.00
- ii. General Aggregate shall apply on a policy basis.
- iv. Respondent shall provide a Certificate of Insurance reflecting required coverage.
- v. If awarded, the Contractor shall provide proof of adding the Government as an additional insured via a scheduled/individual endorsement.

7. **Cost Proposal** (*one (1) original and four (4) copy sets of proposals*) must be submitted in a separate sealed envelope.

**K. CONFLICT OF INTEREST**

A proposer filing a proposal hereby certifies that no officer, agent or employee of GVI has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of GVI; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same request for proposals; the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

**L. MANDATORY LIST OF REQUIRED SUPPROTING DOCUMENTS TO CONTRACT WITH GOVERNMENT OF THE VIRGIN ISLANDS**

1. See Attached.

THESE WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.



List of Required  
Docs.09.17.2018.pdf

1834 Kongens Gade  
St. Thomas, U.S. Virgin Islands



# THE VIRGIN ISLANDS DEPARTMENT OF EDUCATION

**REQUEST FOR PROPOSALS (RFP)**

**FOR**

**Data Assessment Training for Teachers and Administrators in the Territory**



## **I. GENERAL INFORMATION**

### **A. PURPOSE / OVERVIEW**

The purpose of this Request for Proposals (RFP) is to solicit proposals from provider(s) qualified to provide training to approximately one hundred fifty (150) educators - teachers, paraprofessionals and administrators - on the critical "next steps" in using data in the classroom to determine the appropriate strategies and interventions to be employed to direct instruction and positively impact student achievement. Research shows that the data cycle is an ongoing process which includes collecting the data, data analysis, action planning and using it to adjust instruction. Although educators have bought into the concept that student data is an integral and critical element in addressing student achievement, the educators are not confident in selecting, implementing, monitoring and adjusting the evidence-based strategies required to address student needs and improve outcomes for all learners; which are the critical "next steps" in completing the data cycle.

The Virgin Islands Department of Education (VIDE) seeks qualified service provider(s)/person(s) with the knowledge, experience, and expertise to provide all things necessary to provide professional development and coaching services on effective strategies that will assist participants in completing the data cycle by determining the appropriate action steps and intervention required to address the specific needs of students and student groupings. Additionally, the selected service provider will support administrators in developing and sustaining a supportive culture of data use. Participants will include VIDE and Head Start's educators, administrators, coordinators and directors working with Comprehensive Literacy State Development (CLSD) Program schools throughout the territory. The contract would provide training services to approximately one hundred fifty (150) Head Start and VIDE professionals to include teachers, directors, school-based, district and state administrators across the territory. The purpose of the CLSD program is to create a comprehensive literacy program to advance literacy skills, including pre-literacy skills, reading, and writing for students enrolled in pre-kindergarten through 11<sup>th</sup> grade. These students include English language learners (ELLs) and students with learning disabilities.

### **B. BACKGROUND**

#### **Virgin Islands Department of Education**

The Commissioner of Education heads the Virgin Islands Department of Education, including the Virgin Islands Public School System. The Territory of the United States Virgin Islands is divided into two (2) school districts – the St. Thomas-St. John school district and the St. Croix school district. The two (2) school districts are managed and directed by Insular Superintendents with the day-to-day operations of each school district being managed with district offices on St. Thomas and St. Croix. Moreover, the VIDE has partnered with the Virgin Islands Department of Human Services' Head Start Centers, whose teachers and directors will also benefit from this initiative. The following contains additional information concerning the CLSD schools in the two (2) school districts:

<b>ST. THOMAS/ST. JOHN SCHOOL DISTRICT</b>	<b>Number</b>
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<b>Schools</b>	<b>11</b>
Head Start Centers	5
Elementary Schools	3
Middle Schools	2
High Schools	1
<b>Number of Students</b>	<b>3,335</b>
<b>ST. CROIX SCHOOL DISTRICT</b>	
<b>Schools</b>	<b>7</b>
Head Start Centers	7
Elementary Schools	1
K-8 Schools	3
High Schools	1
<b>Number of Students</b>	<b>2,719</b>
<b>BOTH DISTRICTS</b>	
<b>TOTAL NUMBER OF STUDENTS</b>	<b>6,054</b>

On the island of St. John, one school serves the elementary and middle school student population. The senior high school students from the island of St. John are served by schools on the island of St. Thomas.

The Office of the Assistant Commissioner, Curriculum and Instruction has been designated and will serve as the VIDE liaison on this project.

#### **C. ADMINISTRATIVE STRUCTURE**

The Honorable Racquel Berry-Benjamin heads the Virgin Islands Department of Education. The Department has two (2) school districts, the St. Thomas-St. John School District, and the St. Croix School District that are managed and directed by Insular Superintendents. The official physical and mailing to be used for any correspondence or delivery of paper reports addressed for the DOE subsequent to award is as follows:

Virgin Islands Department of Education  
1834 Kongens Gade  
St. Thomas, US Virgin Islands 00802-6742

The Honorable Anthony D. Thomas, Commissioner of the Department of Property and Procurement (DPP), and other personnel at DPP, will manage the bidding, negotiation, and contractual processes. DOE's Office of the Commissioner will serve as the liaison between the selected contractor and agencies of the Virgin Islands Government in contract preparation.

#### **D. CONTRACT TYPE**

The contract awarded under this RFP will be for fixed priced professional services. No payments in advance or in anticipation of services or supplies to be provided under the contract shall be made by the Government.

#### **E. CONTRACT TERMS**

Unless otherwise agreed pursuant to negotiations, the term of the contract awarded under this RFP shall be for a period of one year.

**F. SELECTION OF CONTRACTOR**

A contract shall be negotiated with a proposer deemed to be the most qualified and responsive to this solicitation. Such a proposer is one, which has financial, technical, and other resources that indicate an ability to perform the services required by this solicitation. A number of factors may influence the Government's decision in selecting the provider. These factors include, but are not limited to, proposer's ability to deliver requested services in a timely manner; reputation, qualifications, experience, familiarity, and specialty in providing similar services; quality of supporting resources; and responsibility status.

The proposer shall also meet the following requirements:

- (1) Provide description of the proposer's organization.
- (2) Provide history and background of organization.
- (3) Provide previous experience including years of experience describing the type of experience required for the project.
- (4) Demonstrate ability and capability to deliver on all aspects as described in Section II.
  - Proposers should present their vision of how they propose meeting DOE's needs and identify the overall approach to the project, define the scope of their offered services, and how they propose to meet the *Scope of Services and Deliverables* as defined in this RFP.
- (5) Provide at least three (3) professional references (project references).
- (6) Demonstrate the ability to perform services both on-line and on-site in DOE's facilities.

**G. INCURRED COSTS**

The Government of the Virgin Islands is not liable for any cost incurred by the proposer prior to the signing of a contract by all Parties.

**H. LATE PROPOSALS**

Any Proposal received after the exact time specified for receipt will not be considered.

**I. GIFTS FROM CONSULTANT**

The Government's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors. To the extent permissible under local laws, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.

**J. LICENSES, FEES & TAXES**

1. The selected contractor shall be responsible for paying all applicable taxes and fees, including but not limited to, excise tax, local income tax, and payroll and withholding taxes for its employees. The contractor shall hold Government harmless for all claims arising from payment of such taxes and fees.

2. The selected contractor shall obtain and post as required, all licenses, insurances, permits, and certificates as required by federal and local laws, rules and regulations, and policies.

**K. PROPOSAL FORMAT**

Each proposal must also meet the following minimum requirements:

***Part I: Narrative***

1) Table of Contents

This section must contain a table of contents. All major parts of the proposal must be identified by page numbers.

2) Executive Summary/Proposal Overview

This section must describe the salient features of the proposal. It must contain an overview of the proposer's company background and qualifications and must condense and highlight the contents of the proposal to provide a broad understanding of the entire proposal. The Executive Summary should include conclusions and generalized recommendations. Pricing information must not be included in the Executive Summary.

3) Required Parts and Documents

The proposal must include components of Section I. F.

4) Technical Response

Demonstrate ability and capacity to provide services described in Section II. In this section, proposers should present their vision of how they propose meeting the Government's needs and identify the overall approach to the project, define the scope of their offered services, and how they propose to meet the *Scope of Services* as defined in this RFP.

***Part II: Cost Proposal***

The proposal shall provide the proposed compensation for the services to be provided as described in Section II. Costs must be itemized to include costs for training, materials, and any other expenses associated with the delivery of services.

**L. FEDERAL FUNDING/DEBARMENT CERTIFICATION**

The selected contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON-PROCUREMENT".

**II. SCOPE OF SERVICES**

**Overview**

The VIDE and Head Start programs in the Virgin Islands have been working towards creating a culture of data use for several years. Most educators have bought into the concept that student data play a critical part in the execution of daily instruction. However, of the three main steps involved in data-driven instruction – data collection, data analysis, and action – educators struggle with action, particularly, knowing the appropriate “next steps” or strategies to apply when targeting students’ individual and collective needs.

Through data analysis, teachers are able to successfully determine what students know and do not know. However, teachers need to know what strategies to use to determine why students are not making the desired gains and how teaching can be adjusted and tailored to meet the needs of each learner. Data-informed instructional plans should explicitly utilize the following:

- Literacy practices/strategies which fill students’ learning gaps
- Efficient grouping arrangements that create the best opportunities for student success
- Deliberate and strategic use of student groupings - whole class, small guided groups or individual conferences (<https://cli.org/2015/04/02/what-is-data-driven-instruction/>)

Critical to this process are teachers’ ability to reflect on the execution and outcome of their data-informed instruction to assess its impact on student achievement, make adjustments, and determine the need to either move forward or reteach. Moreover, school-based administrators must gain the necessary strategies to support a data rich culture that encourages and supports all data efforts.

### **Teacher and Administrator Support**

The selected contractor will first review current data use practices to determine what is being done in the schools now, then work with VIDE and Head Start administrators and teachers – both separately and in groups – to provide training on evidence-based strategies used to collect, analyze and utilize data for optimal student achievement. The contractor shall provide professional development services to teachers, paraprofessionals, administrators, district coordinators and directors serving CLSD schools Pre-Kindergarten through 11<sup>th</sup> grades - on using both formative and summative data to reduce trial and error efforts when implementing strategies and interventions to address student achievement across content areas.

The selected contractor will provide whole group, small group, and one-on-one job-embedded coaching opportunities to support participating educators on data use for increased student achievement. The sessions will provide concrete and practical strategies and skills that educators can use to confidently choose, evaluate and adjust the most appropriate interventions while addressing the data-identified needs of their diverse learners.

Following the professional development and support, participants should be able to:

- Determine and collect appropriate multiple sources of data and key data points to holistically identify student needs,

- Formulate data-informed lesson plans using data analysis outcomes,
- Set visible goals for students and involve students in the tracking of their own progress,
- Reflect on and evaluate the outcomes of instruction, to include reviews of data resulting from the instruction.
- Apply interventions consistently and with fidelity,
- Move on to next lesson and/or determine needs for revised instruction and re-teaching

### **District Administrator Support**

In order to support the teachers who are addressing student needs, school administrators will receive support in creating and maintaining a culture of data use. Steps that administrators must embrace include:

- Achieving teacher buy-in to build a culture of student assessment and data analysis.
- Scaling efforts in supporting school-wide data use
- Determining which standards students must learn to streamline teacher focus
- Building routines for interim assessments to identify re-teaching opportunities
- Establishing a schedule for data analysis with opportunities for teacher collaboration
- Charting and sharing school progress with all stakeholders.

Source: <https://www.prodigygame.com/blog/data-driven-instruction/>.

All training must include the following components to ensure successful delivery, implementation and sustainability of professional learning consistent with “Driven by Data: A Practical Guide to Improve Instruction” by Paul Bambrick-Santoyo

<https://www.esc19.net/cms/lib/TX01933775/Centricity/Domain/163/THE%20MAIN%20IDEA%20-%20Driven%20by%20Data%20-%204-10.pdf>:

1. Activity- Design relevant simulated activities which provide learning experiences (such as case studies, video clips, and role-plays.
2. Reflection– Facilitate reflection – individual, small group, and large group – that allows participants to draw conclusions from the activity.
3. Framing – Use the vocabulary of the new principles to frame the participants’ conclusions so they can share one common language.
4. Applying – Provide opportunities for participants to apply the learning in simulated and real-world experience

For a holistic and integrated program approach, the selected contractor will integrate elements of the following language intervention strategies currently implemented under the precursory Striving Readers Comprehensive Literacy (SRCL) Program:

- **Tablets for Literacy** – Schools have access to class sets of tablet technology which is to be used in the classroom to increase student motivation and opportunities for literacy.
- **Data Folders for Student Achievement** – Students use folders to maintain personal classroom data and are coached into leading conversations about their progress while taking ownership and awareness of their learning.
- **Decoding Informational and Literary Text** – Teachers employ evidence-based strategies to assist adolescent learners in decoding text for increased comprehension.



- **Writing for Literacy** – Teachers use writing skills and strategies to increase student achievement in literacy.

### **Tasks**

The selected contractor shall provide:

1. Ongoing virtual support and eighteen days of interactive, face-to-face professional development – nine (9) in the St. Croix district and nine (9) in the St. Thomas/St. John district – which incorporate modeling of effective strategies across content areas for teachers, administrators, district coordinators, directors of the departments as follows:
  - Phase 1 – Quarter 1
    - One-day onsite support in each district for district administrators to support their establishment of a school-based data-use culture;
    - Two-days onsite whole group instruction for teachers, administrators in each district on completing the data use cycle for student achievement;
  - Phase 2 - Quarter 1-4
    - Opportunity for participants to seek virtual support via email, telephone or web-based interactions following initial training and throughout contract period.
  - Phase 3 - Quarter 2
    - Five-days per district onsite follow-up visit to participating schools during subsequent quarter for small group and one-on-one job embedded coaching to monitor and support initiative and participant groups
  - Phase 4 – Quarter 3
    - Two online-based training opportunities in the form of 90-minute recorded webinars– one for administrators and the other for teachers – to provide ongoing support for participants, following the onsite coaching support.
  - Phase 5 – Quarter 4
    - One-day per district onsite final follow-up; whole group support for teachers, paraprofessionals and administrators to reflect, to assess and to receive support around continued implementation of initiatives.
2. Thorough quarterly reports that detail the session outcomes, comprehensive logs and outcomes resulting from all training and virtual support to include recommendations for next steps.
3. Each contact whether onsite or virtual support will generate agendas or visitation schedules and should be evaluated and the evaluation results from each district visit and each webinar presented.
4. All session materials and certificates of participation.
5. A final report following the professional learning to include recommendations and an action plan for VIDE and Head Start to continue growth in this area.

VIDE plans to begin work towards this initiative in the Fall of 2020.

### **Deliverables**

The selected contractor must deliver to VIDE:

#### **Phases 1**

1. Quarterly reports detailing on site and virtual support to include recommendations for next steps.
2. Agendas and evaluation results for each district visit within 15 days of visit.
3. Session materials and certificates of participation.

#### **Phase 2**

4. Quarterly logs and summaries of all support provided through email, telephone or web-based interactions. Summaries should indicate the employee, role, need/request and recommendations provided.

#### **Phases 3**

1. Quarterly reports detailing on site and virtual support to include recommendations for next steps.
2. Visitation schedules and evaluation results for each district visit within 15 days of visit.
3. Session materials and certificates of participation.

#### **Phase 4**

4. Evaluation results for each webinar within 15 days of virtual session
5. Session materials and certificates of participation.
6. Webinar support and outcomes to be summarized and added to the quarterly report.

#### **Phase 5**

7. Agendas and evaluation results for each district visit within 15 days of visit.
8. Session materials and certificates of participation.
9. Final report to include recommendations and an action plan for VIDE and Department of Human Services-Head Start to continue growth in this area within 30 days of the final visit.

### **III. NON-PERFORMANCE BY SELECTED CONTRACTOR**

In the event of the selected contractor's non-performance under the subsequent contract and/or the violation or breach of the contract terms, the Government shall have the right to pursue all administrative, contractual, and legal remedies against the contractor and shall have the right to seek all sanctions and penalties as may be appropriate. Further, either party shall have the right to terminate the contract with or without cause upon the agreed upon written notice to the other party specifying the date of termination.

### **IV. CONTRACTUAL REQUIREMENTS**

All bid proposals and subsequent contract and supporting documents must reflect the legal name of entity. Supporting documents that must be submitted prior to contract execution and within the time established by the Government shall include, but not be limited to, the following:

- (1) Certificate of Resolution, as to the authorized negotiator and signer of a contract.
- (2) Current Virgin Islands Business License issued to the legal name of record of the entity by the Government of the Virgin Islands, Department of Licensing and Consumer Affairs; and



if applicable, copy of current business license issued by state, city or county in which the foreign corporation is operating.

- (3) One(1) current original Certificate(s) of Good Standing/Existence, in legal name of the Contractor by the Virgin Islands Office of the Lt. Governor, Division of Corporations and Trademarks; and if company is not locally formed, an original Certificate of Good Standing, Certificate of Existence, or Certificate of Status from the state of registration.
- (4) Certificate of Issuance or Renewal of Trade Name issued by the Virgin Islands Office of the Lt. Governor, Division of Corporations and Trademarks, if applicable.
- (5) Articles of Incorporation or Organization, as applicable; or documents governing operation.
- (6) Certificate of Liability Insurance indicating proof of coverage of Professional Liability Insurance and General Liability/Public Liability Insurance - each of no less than Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) for any one occurrence. The Contractor must provide a Certificate of Liability Insurance and Declaration/Endorsement pages that indicating that the Government of the Virgin Islands, Department of Education, is as "certificate holder" and an "additional insured" on the General Liability/Public Liability Insurance. The Professional Liability Insurance must cover the services to be provided under the contract.
- (7) Certificate of Government Insurance/Copy of Certificate providing firm/agents are covered by Workers' Compensation Employee's Liability.
- (8) System for Award Management (SAM) certifying the Contractor's' eligibility to receive contract awards appropriated with federal funds; [www.sam.gov](http://www.sam.gov).

Please note the above-referenced documents are subject to modification at the Government's discretion.

Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail.

All contractual documents including insurance certificates/policies must be kept updated and maintained throughout the term of the contract

## CONTRACT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property and Procurement, on behalf of the [User Agency] (hereinafter referred to as "Government") and [Insert Contractor/Company name as it appears on the business license] (hereinafter referred to as "Contractor").

### WITNESSETH:

**WHEREAS**, the Government is in need of the services of a Contractor to [Insert summary of scope of services], which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

**WHEREAS**, the Government solicited the services under RFP No. \_\_\_\_\_; and

or

**WHEREAS**, the Contractor was selected in accordance with 31 V.I.C. § 239(a) (##) [insert appropriate exception being utilized]; and

**WHEREAS**, the Contractor represents that it is willing and capable of providing such services; and

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

### 1. SERVICES

The Contractor will provide the services described in Addendum I (Scope of Services) attached hereto and made a part of this contract.

### 2. TERM

This Contract shall commence upon the execution of this Contract by the Governor of the Virgin Islands and shall terminate [insert NUMBER OF DAYS or years in words and numerals] thereafter. The Government in its sole discretion, shall have the option to renew this Contract for a period of one (1) additional year subject to the same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government's election to renew. (Only insert renewal language in second sentence if the contract has an option to renew)

Or

Upon execution of this Contract by the Governor of the Virgin Islands the Contract shall be effective for a Term beginning from February 1, 2019 to January 31, 2020. The Government in

its sole discretion, shall have the option to renew this Contract for a period of one additional year subject to the same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government's election to renew. (Only insert renewal language in second sentence if the contract has an option to renew)

### **3. COMPENSATION**

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay Contractor the sum of [insert value of contract in words] [(\$insert value of contract in numerals)] in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this contract.

### **4. TRAVEL EXPENSES**

Inclusive of the compensation for services as specified in Paragraph 3 (Compensation) above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed   N/A   (\$ N/A).

### **5. RECORDS**

The Contractor when applicable, will present documented precise records of time and/or money expended under this Contract.

### **6. PROFESSIONAL STANDARDS**

The Contractor agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

### **7. DOCUMENTS, PRINTOUTS, ETC.**

All documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract. The above described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.

### **8. LIABILITY OF OTHERS**

Nothing in this Contract shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms, associations, or corporations for the acts, omissions, liabilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment

insurance, gross receipt, excise, and social security taxes for Contractor, its servants, agents or independent contractors.

## **9. ASSIGNMENT**

The Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Government.

## **10. INDEMNIFICATION**

Contractor agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including attorney's fees) and causes of action of whatsoever character which Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.

## **11. INDEPENDENT CONTRACTOR**

The Contractor shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

## **12. GOVERNING LAW**

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

## **13. WAIVERS AND AMENDMENTS**

No waiver, modification or amendment of any term, condition, or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

## **14. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this Agreement. This agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this agreement, whether written or oral.



## **15. RIGHT TO WITHHOLD**

If work under this Contract is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to Contractor, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, Government may apply such sums in such manner as Government may deem proper to secure itself or to satisfy such claims. Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by Government if and while Contractor gives satisfactory assurance to Government that such claims will be paid by Contractor or its insurance carrier, if applicable in the event that such contest is not successful.

## **16. CONDITION PRECEDENT**

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Governor.

## **17. TERMINATION**

Either party will have the right to terminate this Contract with or without cause on [insert number of days in words] [(insert number of days in numerals)] days written notice to the other party specifying the date of termination.

## **18. PARTIAL TERMINATION**

The performance of work under this Contract may be terminated by the Government, in part, whenever the Government shall deem such termination advisable by providing [insert number of days in words] [(insert number of days in numerals)] days written notice to the Contractor. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the [insert number of days in words] [(insert number of days in numerals)] day notice.

## **19. NON-DISCRIMINATION**

No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

## 20. CONFLICT OF INTEREST

- (a) Contractor covenants that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
- (b) Contractor further covenants that it is:
  - (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature, or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
  - (2) a territorial officer or employee and, as such, has:
    - (i) familiarized itself with the provisions of Title 3, Chapter 37 of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
    - (ii) not made, negotiated or influenced this Contract, in its official capacity; and
    - (iii) no financial interest in the Contract as that term is defined in section 1101(1) of said Code chapter.

## 21. EFFECTIVE DATE

The effective date of this Contract shall be the day of execution of the Contract by the Governor.

## 22. NOTICE

Any notice required to be given by the Terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

### GOVERNMENT

Anthony D. Thomas  
Commissioner Nominee  
Department of Property and Procurement  
8201 Sub Base, Suite 4  
St. Thomas Virgin Islands 00802

[NAME & TITLE]  
[USER AGENCY]  
[AGENCY'S PHYSICAL ADDRESS]  
[AGENCY'S MAILING ADDRESS]  
[CITY. STATE. ZIP CODE]

### CONTRACTOR

[NAME]



[TITLE]  
[NAME OF COMPANY]  
[PHYSICAL ADDRESS]  
[MAILING ADDRESS]  
[CITY, STATE, ZIP CODE]

### 23. LICENSURE

The Contractor covenants that it has:

- (a) obtained all of the applicable licenses or permits, permanent, temporary or otherwise as required by Title 27 of the Virgin Islands Code; and
- (b) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

### 24. OTHER PROVISIONS

Addenda I and II attached hereto are a part of this Contract and are incorporated herein by reference. (Please make sure all additional addenda are listed in this section that are made a part of this contract)

### 25. DEBARMENT CERTIFICATION

By execution of this contract, the contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT". In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made. (Only insert if Contract involves federal funds)

### 26. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer department, board, commission, or other agency thereof, knowing such claims to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

## 27. NOTICE OF FEDERAL FUNDING

Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offence. (Only insert if Contract involves federal funds)

**28. INSURANCE** [if contract is being entered into pursuant to an RFP, utilize the insurance provisions from the RFP, if the contract is being entered into pursuant to an exception to the formal advertising process, use the language below]

Contractor shall maintain the following insurance coverages during the term of this Contract

- (a) **COMMERCIAL GENERAL LIABILITY:** Commercial general liability insurance, in a form acceptable to the Government, on a “per occurrence” basis with a minimum limit of not less than **one million dollars (\$1,000,000.00)** for any one person per occurrence for death or personal injury and **one million dollars (\$1,000,000.00)** for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement. (Insurance limits may be reduced subject to DPP’s approval, however, insurance limits cannot be less than the total compensation value of the contract. Contracts valued in excess of \$1,000,000.00 will require additional coverage subject to DPP’s approval).
- (b) **PROFESSIONAL LIABILITY:** Professional liability insurance, in a form acceptable to the Government, which covers the services being performed under this Contract, with policy limits of not less than **one million dollars (\$1,000,000.00)** per claim. The Government shall be listed thereon as a certificate holder. (Insurance limits may be reduced subject to the approval of DPP, however, insurance limits cannot be less than the total compensation value of the contract. Contracts valued in excess of \$1,000,000.00 will require additional coverage subject to DPP’s approval).
- (c) **WORKERS’ COMPENSATION:** Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage.

**[INTENTIONALLY LEFT BLANK]**



IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

**WITNESSES: GOVERNMENT OF THE VIRGIN ISLANDS**

\_\_\_\_\_  
[NAME] [TITLE]  
\_\_\_\_\_  
[USER AGENCY] Date \_\_\_\_\_

\_\_\_\_\_  
Anthony D. Thomas, Commissioner Nominee  
\_\_\_\_\_  
Department of Property and Procurement Date \_\_\_\_\_

**CONTRACTOR**

\_\_\_\_\_  
[NAME] [TITLE]  
\_\_\_\_\_  
[NAME OF COMPANY] Date \_\_\_\_\_

(Corporate seal, if Contractor is a corporation)

APPROVED:

\_\_\_\_\_  
Date: \_\_\_\_\_  
**Honorable Albert Bryan Jr.**  
GOVERNOR OF THE VIRGIN ISLANDS

APPROVED AS TO LEGAL SUFFICIENCY  
DEPARTMENT OF JUSTICE BY: \_\_\_\_\_ Date \_\_\_\_\_

PURCHASE ORDER NO. \_\_\_\_\_

**CERTIFICATE OF APPROVAL**

I hereby certify that this is a true and exact copy of Contract No. \_\_\_\_\_ entered into between the Department of Property and Procurement and \_\_\_\_\_.

\_\_\_\_\_  
**Anthony D. Thomas, Commissioner Nominee**  
Department of Property and Procurement

RFP No. \_\_\_\_\_  
Contract No. \_\_\_\_\_

Contractor's Initials: \_\_\_\_\_